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*Of Attorneys for Defendants City of Portland
and Samson Ajir*

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

**ALICIA JOHNSON, in her personal
capacity and as personal representative of
the Estate of Terrell Johnson, TERRELL
JOHNSON, deceased.**

3:19-cv-00735-JR

NOTICE OF SETTLEMENT

Plaintiffs,

v.

**CITY OF PORTLAND; SAMSON AJIR;
and JOHN DOES 1-5,**

Defendants.

Pursuant to ORS 17.095, the City of Portland notifies the Court that this action has been settled pursuant to the terms of a Release and Hold Harmless Agreement, a copy of which is attached hereto as **Exhibit 1**.

Dated: July 23, 2021

Respectfully submitted,

/s/ Robert Yamachika

ROBERT YAMACHIKA, OSB # 065560

Senior Deputy City Attorney

Telephone: (503) 823-4047

*Of Attorneys for Defendants City of Portland
and Samson Ajir*

RELEASE AND HOLD HARMLESS AGREEMENT

I

FOR THE SOLE CONSIDERATION of the sum of Six Hundred Thousand dollars (\$600,000), the undersigned Alicia Johnson, in her personal capacity and as personal representative of the Estate of Terrell Johnson, hereby releases and forever discharge Samson Ajir and the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter “the City of Portland”) from any and all claims for damages and/or injuries from or relating to the shooting and death of Terrell Johnson at the MAX tracks just north of SE Flavel St. occurring on or about May 10, 2017, in Portland, Oregon.

II

IT IS UNDERSTOOD AND AGREED that the payment made to the undersigned under this agreement is not to be construed as an admission of liability. Samson Ajir and the City of Portland expressly deny liability to the undersigned, or any other person for injuries or damages arising out of the aforementioned incident.

III

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement releases Samson Ajir and the City of Portland from any and all claims arising out of the incident, or arising out of any cause of action related to the incident, including claims brought against the proceeds of any action filed relating to the incident, including, but not limited to, medical liens, attorney liens, hospital liens, Social Security Administration liens, Medicare liens, workers’ compensation liens, liens of the State of Oregon Department of Human Services (“DHS”), liens of the Oregon Health Plan (“OHP”) and all other liens against the above-described claims or causes of action at the time of execution hereof.

IV

A. The Parties also acknowledge any Medicare and Medicaid interest payable under this Agreement shall be the sole and exclusive responsibility of Alicia Johnson. Alicia Johnson agrees that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the City of Portland with a right to recover any monies paid due to the failure to satisfy Medicare's interests, including any additional expenses incurred and attorney fees. The Parties acknowledge and understand that the City of Portland will report any payment to a Medicare beneficiary in settlement of a claim under a liability insurance policy or self-Insurance to Medicare (CMS).

B. Alicia Johnson agrees and warrants that they will satisfy any and all applicable Medicare, Medicaid, DHS, OHP, and any private insurer liens and third-party claims prior to receiving any portion of the settlement payment set forth in section I from their attorneys, Juan Chavez and Alex Meggitt. If Alicia Johnson fails to satisfy such liens, Alicia Johnson, shall defend and indemnify the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities from any and all claims arising out of such failure.

C. If applicable, Alicia Johnson shall provide a final payment letter to the City if Portland's Office of City Attorney indicating that the interests of Medicare/CMS have been resolved prior to receiving any portion of the settlement payment set forth in section I of this Agreement.

D. In consideration of the payments set forth in this Agreement, Alicia Johnson waives, releases, and forever discharge Samson Ajir and the City of Portland from any obligations for any claim, known or unknown, arising out of the failure of Samson Ajir or the City of Portland to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. § 1395y(b)(2)(B)(ii).

E. The parties have attempted to resolve this matter in compliance with both state and federal law and have considered Medicare's interests. Alicia Johnson has concluded that a Medicare Set-Aside ("MSA") is not required or appropriate in this matter. It is not the intention of the parties to shift responsibility for payment of future medical expenses to Medicare pursuant to 42 U.S.C. § 1395y(b) or the Federal Government.

F. Should any person or entity not a party hereto challenge the validity of this Settlement Agreement, or any term thereof, pursue recovery of monies from Samson Ajir or the City of Portland or bring a claim or claims against either arising out of 42 U.S.C. § 1395y(b) related to payment for items or services related to the injuries claimed in this action, Alicia Johnson shall provide to Samson Ajir and the City of Portland such cooperation and assistance as they may reasonably request in order to resist such a challenge or defend such a claim.

V

THE UNDERSIGNED AGREES AND WARRANTS that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Alicia Johnson will hold the City of Portland, its agents, employees and assigns harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Alicia Johnson will accept the tender of defense of any such claim, defend it at their expense and pay any judgment entered therein and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

VI

THE UNDERSIGNED HEREBY DECLARES that they have read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-described incident, in whatever legal form or theory they might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the complaint of Alicia Johnson filed in the United States District Court of the State of Oregon, entitled:

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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

**ALICIA JOHNSON, in her personal
capacity and as personal representative of
the Estate of Terrell Johnson, TERRELL
JOHNSON, deceased.**

3:19-cv-00735-JR

Plaintiffs,

v.

**CITY OF PORTLAND; SAMSON AJIR;
and JOHN DOES 1-5,**

Defendants.

VII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof.

VIII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

IX

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this agreement.

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X

THE UNDERSIGNED FURTHER STIPULATES AND AGREES that the above case may be dismissed with prejudice and without costs or attorney's fees to any party.

DATED this 22nd day of July

Alicia B Johnson

Alicia B Johnson (Jul 22, 2021 16:30 PDT)

Alicia Johnson

I hereby approve and declare that in compliance with the Governor's Executive Order No. 20-12: Stay Home, Save Lives issued on March 23, 2020, authorization of the above electronic signature of our client, Alicia Johnson, in her personal capacity and as personal representative of the Estate of Terrell Johnson, was provided on 22nd day of July, 2021.

APPROVED:



Juan C. Chavez, OSB #136428
Alex Meggitt, OSB #174131
Attorneys for Plaintiff

Settlement Agreement (Johnson)

Final Audit Report

2021-07-22

Created:	2021-07-22
By:	Juan Chavez (juan@chavezlawpdx.com)
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"Settlement Agreement (Johnson)" History

-  Document created by Juan Chavez (juan@chavezlawpdx.com)
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-  Document e-signed by Alicia B Johnson (aliciajohnson1313@hotmail.com)
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